

**LIABILITY WAIVER
BETWEEN
THE DEPARTMENT OF HEALTH AND HUMAN SERVICES
(DHHS)
AND**

THIS LIABILITY WAIVER made this the ____ day of _____, 20__, by and between DHHS and _____.

NOW WHEREAS, in consideration of the mutual promises, obligations and benefits hereunder exchanged, DHHS and _____ mutually agree and covenant as follows:

_____ is permitted to occupy and use Haywood Gym on the Dorothea Dix Campus from _____. _____ is not in any way to interfere with the normal operations of the Dorothea Dix Campus, as DHHS is extending this courtesy of use to _____.

There shall be no charge for the rental.

_____ agrees to keep the premises in good repair and tenable condition during and upon termination of their use.

_____ shall and does hereby assume and agree to indemnify and save harmless DHHS, its successors and assigns, from and against all loss, cost, expense, claims, suits and judgements, whatsoever, in connection with injury to or death of any person or persons, or loss of or damage to property caused by or in any way connected with _____'s use of the leased premises, to the extent authorized by the General Statutes of North Carolina, Article 31, Chapter 143, entitled "Tort Claims Against State Departments and Agencies."

IN TESTIMONY WHEREOF, the parties hereto have executed this Liability Waiver in duplicate originals, one of which is retained by each of the parties, on the day and year first above written.

**North Carolina Department of Health &
Human Services**

Designee

**Terry Hatcher, P.E.
Director of Property & Construction**